

A close-up photograph of a hand holding a silver and black pen, writing on a document. The document has some faint, illegible text. The background is blurred, showing a greenish-grey wall.

# TOOLKIT FOR MEMORANDUMS OF UNDERSTANDING

*Industry &  
Community  
Workforce  
Partnerships*

# REAL

SKILLS  
PATHWAYS  
JOBS

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# BACKGROUND AND PURPOSE

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Over the last decade Rhode Island has made significant investments in high-quality workforce partnerships serving the needs of employers and industry (Real Jobs RI) and underserved communities and job seekers with barriers to employment (Real Pathways RI). These partnerships have not only placed thousands of Rhode Islanders into good paying jobs, they have also developed knowledge, capacity, expertise, and reputation for meeting the needs of the workforce systems' two primary customers: employers and workers.

Rhode Island believes that diversity of thought, perspective, and background is key to continued employer competitiveness, and shared economic prosperity. Strategically partnering the efforts of our industry and community workforce partnerships through a collaborative and entrepreneurial approach can help continue to power employer growth while building economic opportunity and security for the state's underserved communities.



Such partnerships require structures and processes that enable, support, and promote success. This toolkit offers a structure for one type of partnership agreement – a **Memorandum of Understanding** – to foster strategic collaborations in providing workforce development services. It provides general guidelines for developing partnerships and identifies some of the more common barriers to success. To improve services and outcomes for all Rhode Islanders, it is important for the state's industry and community workforce partnerships to collaborate and cooperate wherever possible.

**Memorandums of Understanding (MOUs)** can assist in developing partnership relationships to enhance the quality and availability of occupational training and career service programs to underserved communities throughout the state while opening new untapped pipelines of talent for industries and employers that they might be otherwise challenged to engage.

**This toolkit provides a framework for the development of an MOU. It offers general information, questions to consider, and examples that can be used when developing a Memorandum of Understanding between workforce partnerships. This document does not cover all possible scenarios and is intended to be used for informational purposes only. Sample language herein is not required by the Department of Labor and Training and should always be reviewed with legal, financial, and other appropriate staff.**

# 1. TOOLKIT FOR MEMORANDUMS OF UNDERSTANDING

For the purposes of this toolkit, a **Memorandum of Understanding** is a written agreement between two or more workforce partnerships that defines how they will work towards a shared outcome or objective. It encompasses practical considerations such as the vision and purpose of the collaboration, staffing, procedural terms, and confidentiality requirements.

An MOU is more formal than a verbal or “hand-shake” agreement but usually lacks the binding power of a contract. It usually does not create duties or legally enforceable liabilities or obligations for any partner.

Your partnership should determine at the outset whether it wants to enter into an enforceable agreement such as a contract or just a mutual set of understandings where neither party is legally responsible for complying with the terms. The Department of Labor and Training does not have a preference either way but expects both parties to be fully aware and committed to their responsibilities.

## TOOLKIT LAYOUT

This toolkit is structured to assist with the sequential development of a Memorandum of Understanding. Each section contains one or more of the following elements:

1. An explanation of the relevance of the section to an MOU.
2. Key questions to provoke thought about what to consider for the MOU.
3. A text template to illustrate how that section might appear in an MOU.
4. Sample text based on the toolkit partnership scenario.

It is important to note that the sections used for MOUs vary. Sections presented in this document can be used or excluded dependent upon the needs of the partners.

## SAMPLE MOU CASE SCENARIO

Throughout this toolkit the following generic case scenario will be used to demonstrate how sections of an MOU correspond to a negotiated effort between an industry-driven (Real Jobs) and community-focused (Real Pathways and Real Skills) partnership.

The **Rhode Island Widgetmaking Alliance [RIWA]** is an industry partnership focused on the needs of the widgetmaking industry in Rhode Island. The partnership has been in place for over five years and has completed multiple workforce development activities for its employers. The partnership began with only five employers but has since grown to include eleven widgetmaking employers and three suppliers. The initial focus was on training current/incumbent workers among partner employers, but the partnership has recently shifted to training for new hires in this highly specialized industry. Recruitment has been a challenge and employers have a desire to recruitment from more diverse communities throughout the state.

**Solutions Providence [SP]** is a community partnership serving low-income families in the city of Providence. The partnership has been in place for three years and has operated a high-performing construction training program, combined with English language instruction and support services. The partnership wishes to build new pathways into other industries but acknowledges that they lack the employer connections and training infrastructure to effectively do so.

**RIWA** and **SP** have strategized about how they can partner to better address the needs of the industry while building employment pathways for members of the community. They have crafted a project— *Widgetmaking Talent Collaborative*. The goals of this project are twofold:

- to meet the immediate need for twenty (20) widgetmaking technicians among partner employers
- develop a long-term talent pipeline between **RIWA** and **SP**

## 2. BUILDING A FOUNDATION

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### PURPOSE

A Memorandum of Understanding has an overarching purpose. This purpose is typically based on a partnership's identified specific challenge, barrier, need, or opportunity that can better be addressed by working collaboratively with another partner. It includes mutually-agreed upon goals and the interests of the stakeholders.

An MOU serves as an important tool for building long-term stability and success. It can:

1. Help ensure that a collaboration can survive changes in environment or key people, serving as a structure around which the partnership can adapt and grow.
2. Prevent confusion and conflict among the collaboration's partners.
3. Support accountability among partners by clearly defining roles, responsibilities, expectations, and decision-making processes.
4. Provide an opportunity for the collaboration, through the process of creating or revising the agreement, to discuss key issues such as goals, strategies, and procedures.

### QUESTIONS TO CONSIDER

- What are the issues or challenges that the partners seek to address?
- Have you researched and identified the contributing factors?
- Have you established your partnership's specific needs and goals?
- Is the purpose clearly articulated?

### THINKING THROUGH THE PROCESS

Attending to the process of creating an MOU is a critical part of creating a stable and effective collaboration, enabling partners to clarify expectations, plan and set goals, and learn more about one another.

This is particularly important when the collaboration is complex. The timeframe for achieving this process varies and is unique to every partnership. At the outset, establish the process for creating the MOU, and strategize about who will be involved and what their roles will be:

It is important to determine how many people will be involved. Fewer negotiators usually means a quicker decision-making process. On the other hand, engaging more staff members and other stakeholders generally involves a more inclusive process which can fuel a stronger sense of ownership and commitment to the partnership.

### QUESTIONS TO CONSIDER

- Who will lead the process, set discussion topics, and facilitate meetings?
- Who will be actively involved in setting a vision for collaboration, decision-making and negotiation, participate in discussions, and be asked to provide input?
- At what stage(s) will the partnerships' principals (ex. Boards, directors, key staff) review the agreement, and what level of feedback will be provided?
- Is there a main contact person for each partnership identified?
- Does each partner have at least one individual identified who is responsible for the oversight or completion of specific project tasks?

### 3. DRAFTING THE MEMORANDUM OF UNDERSTANDING

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The MOU supports the success of the collaborative effort by outlining the individual responsibilities and shared ownership for project activities. Individually, each partnership will contribute leadership and staff, provide appropriate resources, and always respect and abide by the privacy and confidentiality provisions that the partners requires.

The MOU will also help to curb misunderstandings, get ahead of potential pitfalls and challenges, and build a solid foundation that fosters communication and trust among the parties.

A core team that represents the joining partnerships is typically needed to draft the MOU. Such a team typically comprised of each partnerships principals (ex. Executive director, Program Director) as well as individuals who actually deliver the services and can speak to the practical impacts of certain decisions and raise opportunities and concerns for the project. Gathering their feedback during the MOU drafting phase will also help with buy-in once the program begins.

Depending on the nature of each partnership, representation and involvement from fiscal staff, and perhaps legal, may also be required critical. It is likely that someone in a senior leadership position will be the MOU signatory for each agency. This level of representation helps with consensus and support as the partnership becomes operational.

#### INTENT, GOALS AND RESPONSIBILITIES

This section of the Toolkit outlines the basic components of an MOU. Many templates exist for developing an MOU and not all sections presented here may be necessary. Partners should be familiar with their organizations' respective policies, protocols and governing laws and ensure the MOU is consistent.

#### INTRODUCTORY STATEMENT

The opening or introductory statement delineates the partnerships that are participating in the agreement. It states the overall intent of the MOU. The more detailed rationale for the MOU is set forth in the next section, Purpose.

*[This MOU clarifies the roles and responsibilities of the partners [Provide reason for project]. The goal(s) of this project is to [provide brief summary of the goals].*

**The Rhode Island Widgetmaking Alliance** provides occupational training and career services to meet the workforce needs of employers in the widgetmaking industry. In order to meet employer demand and diversify recruitment pipelines, **Rhode Island Widgetmaking Alliance** is partnering with **Solutions Providence** in order to create an introductory training program for individuals interested in widgetmaking careers. It is believed that by offering a combination of basic education services and entry-level occupational skills instruction, both partnerships can see improved outcomes which benefit the industry and the community.

This Memorandum of Understanding (MOU) sets forth the understanding between **RIWA** and **SP** with the intention to clarify the roles and responsibilities of the partners to this MOU to strengthen collaborations and prepare low-income residents of Providence for entry-level employment in the widgetmaking industry.

## PURPOSE OF THE MOU

The purpose or intent of the agreement must be clearly stated in a project overview. This should include the project goals.

## QUESTIONS TO CONSIDER

- What is the intent of the MOU?
- Are the project goals and objectives clearly delineated?
- Is there concurrence on the goals and objectives among partners?
- Where there is not concurrence, what entity will serve as the final arbiter?

*[This MOU clarifies the roles and responsibilities of the partners [provide reason for project]. The goal(s) of this project is to [provide brief summary of the goals].*

This MOU clarifies the primary roles and responsibilities of the organizations that are partners on this project. The ultimate purpose of the MOU is to create a employer-driven training and placement program that meets the expectations and demands of the widgetmaking industry and recruits predominately from low-income communities in Providence. Specific goals are: (1) to meet the immediate need for twenty widgetmaking technicians among partner employers and (2) develop a long-term talent pipeline between the widgetmaking Industry and the Providence community. As a result, this project is expected to build a reliable resource to meet future industry need and offer increased opportunity to the community. The roles and responsibilities of each of the partner organizations related to this MOU are described herein.

## BACKGROUND

The MOU should briefly identify the presenting issues that underlie the collaboration. Data from earlier experiences or analysis can be used to frame the issue. Concurrently, a brief vision statement that reflects how the issues will be positively impacted by the project is useful. The vision statement should also encompass the interests and aspirations of the partnerships who are participating in the MOU.

## QUESTIONS TO CONSIDER

- What are the issues being addressed?
- What is the overarching vision for the collaboration?
- How will this collaboration address the issues and improve outcomes?
- Is the value of the project conveyed?

*[Provide information that frames the project and identifies the project's relevance to the industry or community. Identify the concerns that are important for this MOU and potential benefits of the collaboration. Summarize with a statement that presents a vision for how the issues will be positively impacted.]*

The **Rhode Island Widgetmaking Alliance** recognizes that recruiting for training programs has been a challenge. The previous two training cohorts offered by the partnership have not met recruitment targets. Employer feedback also indicates a lack of geographic and socioeconomic diversity among the workforce. **Solutions Providence** seeks to build long-term economic stability for low-income families in Providence and observes a lack of viable and rewarding career paths for its clients. With anticipated skills shortage facing the industry, and legacy economic challenges facing low-income families, the partners consider the development of a successful long-term talent pipeline between the industry and community of paramount importance.

## TERMINOLOGY

It is important to clearly define all terms and acronyms used in the MOU, particularly as it relates to credentials, technology, and other training and education elements. Terms and acronyms should be defined in text the first time the reference appears in the document. For example, if there is a long and short title of the project the long title would appear in text followed by the short title in parenthesis. All other references in the document thereafter could use the short title.

## QUESTIONS TO CONSIDER

- Have all the acronyms that are used in the document been clearly defined?
- Are there any terms or titles that are repeated throughout the document that could be shortened to improve ease of reading?
- Are there any terms or titles that are repeated throughout the document that may have multiple meanings in different cultures, regions, or contexts?

*[Provide a brief introduction to the reason why terms must be defined such as the same term having different meanings depending on the organization, field, or scope of work.] For the purpose of this MOU, the following terms shall be defined as specified.*

- *[Identify each term and a brief definition.]*

The terms agreement, collaboration, and partnership will all be used to reflect the understanding brought by this MOU between **RIWA** and **SP**. For the purpose of this MOU, the following terms shall be defined as specified:

- **CASAS** – Comprehensive Adult Student Assessment System: an assessment of basic skills for youth and adults provided by CASAS.org.
- **Low-income** – An individual or family whose total household income is lower than the state median income.
- **Involuntary Exit (Non-Compliance)**: The participant did not comply with the requirements or expectations of the program.
- **Retention** – Employment with a partner employer lasting no less than 6 months.
- **Program** – The Widgetmaking Talent Collaborative being developed by both parties including both in-class instruction and work-based learning experiences.
- **Voluntary Exit**: A participant chose to cease participation in the program.
- **WM100-A** – Widgetmaker 100 Level A, an industry certification issued by the National Widgetmakers Association.



## SCOPE OF WORK

The next step defines the scope of work. The MOU specifies the primary objectives for each partner participating in the MOU. Responsibilities and expectations for each partner are detailed here. The scope of work may involve the partners engaging in joint activities and/or completing certain portions of the project independently.

It is especially important in the Scope of Work to describe mutual expectations and clear standards if portions of the project are completed independently. If, for example, a project will be split into an introductory and basic education portion to be followed by occupational training, the MOU should clearly state the mutually-agreed-upon criteria and prerequisites for entry and acceptance into both components to avoid challenges and misunderstandings later on.

Assurance of confidentiality and information security is required by the Department and Labor and Training. If activities require that partnerships gather and share participant information; such assurances should be included in the MOU.

## QUESTIONS TO CONSIDER

- What are the major tasks that need to be completed and by which partner?
- How are tasks divided between the participating partners?
- Is the distribution of roles, responsibilities, and decision-making authority for each partner outlined?
- What are the criteria and pre-requisites to move from one stage/portion of the project to another?
- How will the project safeguard the use of and access to participant information when services are provided?
- Do time frames need to be specified?
- When will invoices and related expense documentation be due by each party in order to meet DLT-specified deadlines?

### Overview: [Project Title]

[Project Title] requires \_\_\_\_\_.  
[Project Title] is focused on \_\_\_\_\_.

### [Partnership] Expectations and Obligations

This Project will be completed once [the Partner] provides the following:

- [The Agency] will provide \_\_\_\_\_.
- \_\_\_\_\_ is not included in this scope of work.

### [Partnership] Expectations and Obligations

[The Partner] will \_\_\_\_\_.

### The partners hereby agree to the following:

Identify the following information that the partners will provide one another.

Discuss how the information will be maintained to comply with federal and state laws as well as any additional agency policies and procedures that pertain to confidentiality.

### Overview: Widgetmaking Talent Collaborative program

The Widgetmaking Talent Collaborative project requires collaboration, aligned instruction and curriculum, and communication to ensure that participants persons obtain the required skills and knowledge to enter and excel in entry-level occupations within the widgetmaking industry and receive adequate support services to ensure program success and completion. **RIWA** and **SP** will work together to ensure that employer expectations and participant needs are fully met.

**RIWA** and **SP** will mutually develop and deliver a sequence of services including: recruitment, enrollment, basic education, career exploration, support services, occupational training, and temporary work experiences designed to prepare low-income residents of Providence for open positions in the widgetmaking industry. Existing processes, curriculum, services, and staffing plans will be reviewed for consistency with this initiative...

Personally Identifiable Information of participants will be collected, stored and transmitted in compliance with the requirements of the Department of Labor and Training and other applicable state and federal laws. Additional policies, procedures and protocols will be developed and enacted to help assure the success of the project and manage workflow.

The following duties are associated with the *Widgetmaking Talent Collaborative*.

#### **Solutions Providence Expectations and Obligations**

- **SP** will conduct recruitment activities among current SP participants as well as the greater Providence community. SP will focus recruitment activities on low-income individuals. Recruitment activities will be designed to ensure participants demonstrate sufficient interest, aptitude, and ability for widgetmaking occupations. Interest will be demonstrated by in-person interview wherein the participant will indicate their knowledge of the widgetmaking industry, their likes and dislikes. Aptitude and ability include:
  1. Ability to read at no less than a 6<sup>th</sup> grade level [as evidence by academic records or a CASAS GOALS score of no less than 228]
  2. Must be able to remain in a stationary position 50% of the time
- **SP** staff will determine appropriateness for admission into Training Program
- **SP** staff will complete Enrollment forms for admitted participants using credentials issued by the Department of Labor and Training
- **SP** will securely transmit interview records, verification documents and information to RIWA.
- **SP** will provide basic education services for any admitted participants who demonstrate a reading comprehension level less than 9th grade [CASAS GOALS score of less than 239]. Basic education services will be designed to help participants achieve no less than a 9th grade reading comprehension level and will be contextualized to the widgetmaking industry using terminology, phrases, and references that are common to the industry...

- **SP** will provide counseling and support services to participants throughout the life of the program and up to two months after job placement. Support services include but are not limited to: transportation assistance, childcare assistance, legal assistance including expungements, assistance with (allowable) costs and fees, emergency housing assistance, and emergency food assistance.
- **SP** will be responsible for ensuring participant attendance and persistence and assist with and mediate any matters that may result in an involuntary exit
- **SP** will work with RIWA on scheduling site visits to participating employer locations during the first portion of the project
- **SP** will communicate with RIWA staff on referral of participants that demonstrate readiness for the second portion of the project. Readiness for training is defined as:
  1. Demonstrating interest in the widgetmaking industry as documented during in-person interview at recruitment
  2. Ability to read at no less than a 9th grade level [as evidence by academic or program records or a CASAS GOALS score of no less than 239]
  3. The physical ability to remain in a stationary position 50% of the time
  4. Completion of scheduled site visit
- **SP** will promptly submit invoices, expense documentation and all other required fiscal documents to RIWA no later than 15 days after the conclusion of a fiscal quarter

#### **Rhode Island Widgetmaking Alliance Expectations and Obligations**

- **RIWA** has a core responsibility to deliver occupational training to referred participants that demonstrate readiness for training, arrange for temporary work experiences with partner employers, assist with employment placement for those participants that complete training and work experiences, and coordinate case management and support services with SP.
- **RIWA** will review recruitment documents, processes, and literature provided by SP and recommend edits and revision as necessary.

- **RIWA** will provide SP with enrollment credentials as issued by the Department and assist, as necessary, with enrollment
- **RIWA** will securely receive and store participant records, verification documents and information provided by SP.
- **RIWA** staff will communicate and coordinate with SP counselors and case managers to ensure participant support needs are met
- **RIWA** will arrange site visits to participating employer locations and schedule such visits with SP staff
- **RIWA** will accept referred participants that demonstrate readiness for training as defined in this MOU
- **RIWA** will deliver Widgetmaking occupational training using curriculum approved by the National Widgetmakers Association
- **RIWA** staff will contact SP staff in any matters that may result in an involuntary exit and
- **RIWA** will assist participants who complete the training program with applying for and obtaining the WM100-A industry certification
- **RIWA** will arrange work experiences with participating employers of up to 200 hours for participants who complete training and obtain industry certification
- **RIWA** will reimburse employers for up to 50% of the wages earned by participants during the temporary work experience
- **RIWA** will assist participants who complete their work experience with job search and job placements for up to 90 days after the completion of their work experience
- **RIWA** will serve as fiscal agent for the grant and will accept all submit all financial documents consistent with DLT-specified deadlines.

**The partners hereby agree to the following:**

Requirements and expectations of program participants include:

- Attending all scheduled training and program-related services with no more than three absences
- Informing program staff of any planned or unplanned absences
- Completing program-related assignments and participation requirements
- Treating program staff, trainers and instructors, and other participants with respect

## TERMS OF AGREEMENT

The terms of the agreement should be defined to provide clarity and guidance. The terms of the agreement are details that guide the working parameters of the MOU and include information such as effective dates, applicable ending or termination dates, rights and limitations.

## EFFECTIVE DATES

Careful consideration needs to be given to effective dates, timeframes and completion dates so that all partners understand the operative period.

## QUESTIONS TO CONSIDER

- What are the effective dates of the MOU? This includes the date the agreement goes into effect and the date it is terminated. (If this document is replacing a previous version, identify the document that is being replaced and the effective date of the new one.)
- What are the timeframes for completing and reviewing each phase of the project?
- Does a potential to extend the partnership exist and, if so, what are the terms?
- What are the provisions for one partner to terminate the MOU early?

*[Partnership ] is entering into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20 (the "Effective Date") with [Partnership]. This MOU shall remain in effect for a term of \_\_\_\_\_ from the Effective Date.*

If the MOU is being amended – This Agreement replaces all previous negotiations, communications, and correspondence including the previous Agreement between these partners that was effective from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

**Rhode Island Widgetmaking Alliance** is entering into this Agreement on this 14th day of March, 2020 with **Solutions Providence**. This MOU shall remain in effect for a term of one year from the Effective Date hereof.

If one partner determines that they want to terminate the agreement early, that partner must provide the other partner with at least one (1) months' notice and continue to work on the scope of work for the duration of that time.

## AUTHORITY

There are different kinds of authority that pertain to MOUs; in particular, statutory authority, partner authority, and signature authority. Statutory authority refers to laws and regulations that govern the exchange information or coordination of programs and services. There may or may not be statutory authorities that are pertinent or need to be referenced.

Partner and signature authority have “binding power,” meaning certain individuals within the respective organizations are able to make decisions about MOU service agreements, policies, procedures, etc. These individuals should be named within the MOU, with distinctions about which individuals hold the authority to make commitments and decisions about partnership obligations, and at what level. Signature authority is the highest level. If needed, delegation of signature authority can be made by the person who holds the highest signatory authority.

The MOU can identify how decisions are made and how amendments or modifications are to be made to the agreement. There are many decision-making models that can be used. It is helpful to identify what types of decisions require a unanimous agreement and what decisions can be made by a single partner. By setting up a decision-making structure that everyone understands and has agreed to, problems can be avoided when partners have to make important decisions.

## QUESTIONS TO CONSIDER

- Are there state or federal laws or regulation that impact the project (your partnership advisor can help answer this question)?
- Who has the authority to make project-based decisions surrounding commitments and obligations of each partnering entity?
- Are there identified individuals that will have authority to make decisions in all areas of the agreement or only in specific area(s)?
- What is the process for collective decision-making?
- How are changes or revisions handled?

*[Identify the applicable laws and jurisdiction. Identify any additional regulations that must be complied with based on the policies, procedures, and affiliations of each partner.]*

\_\_\_\_\_ for [Partnership] and \_\_\_\_\_ for [Partnership] are authorized to collaboratively make decisions that impact The Project or the overall terms of the collaboration. *[Identify the impact on the agreement if the terms of the MOU are invalid, illegal, or unable to be implemented.]*

Representatives of **RIWA** and **SP** are designated to participate in a project workgroup. A table containing the names of these representatives can be found in the attachments to this MOU. The representatives have clear authority to represent their respective partnerships to provide expertise, provide information in a timely manner, participate in meetings, and review and approve project policies, procedures and documents as needed.

**Jeff Reilly** for **RIWA** and **Diane Jackson** for **SP** are authorized to collaboratively make final decisions that impact the Widgetmaking Talent Collaborative project directly or the overall terms of this MOU.

If for any reason a section of this agreement is found to be are invalid or unable to be implemented, the partners shall renegotiate the agreement, as needed, to maintain the integrity of the project's purpose and scope and services.

## RESOURCES

Collaborative workforce development projects require the partners to share resources. These resources are diverse and may include expert knowledge, data, service delivery, training space, supplies, equipment, funding, and personnel. Any specific rights or limitations of how these resources are shared among the partners should be identified in the document. This may, for example, include information regarding privacy protections or intellectual property.

## QUESTIONS TO CONSIDER

- What resources will be shared between partners? Is there a cost associated with sharing resources?
- How will the data be collected, stored, and shared?
- Are there any restrictions on sharing resources, such as confidentiality concerns or conflicts of interest, which need to be addressed?
- Who will retain project related documents and records once the project is complete?
- How will monetary resources be allocated?
- Who will be responsible for distributing funds to the named partners within the MOU?
- What are the invoicing requirements/schedule of submission?

*[Partnership] will allow [Partnership] to \_\_\_\_\_ . There will be \_\_\_\_\_ fee for these services. [Any additional terms or conditions.]*

**RIWA** will allow **SP** to review proprietary training curriculum which RIWA has purchased from the National Widgetmakers Association. There is no cost associated with accessing this curriculum, but SP staff may be asked to sign a confidentiality agreement.

The partners involved in this agreement may not use any other partner's name, logo, or trademark without prior written approval from that partner.

## ADDRESS CONCERNS

Potential concerns, barriers, and complications of the project objectives and overall agreement should be anticipated and addressed as much as possible before these situations arise. These scenarios should be openly discussed between the partners prior to the execution of the MOU. The MOU cannot address every issue that may arise between the partnerships involved in the collaboration and should make allowances to consider any unique or unexpected concerns, challenges, and needs of the partners that may need to be addressed. Often more general statements about how the MOU will be amended when specific concerns arise is preferable to allow for flexibility and negotiation as needed.

## QUESTIONS TO CONSIDER

- What concerns could the project generate from partners?
- What complications might be encountered when carrying out the terms of the agreement?
- How can the potential concerns, barriers, and complications best be addressed once they arise? (i.e. facilitated meetings, joint conference with DLT/GWB grant advisors)

*[Partnership] anticipates that by working with [partnership] [identify potential concern, barrier, or complication]. [Discuss how the potential concern, barrier, or complication will be addressed.]*

**RIWA** anticipates that by working with **SP** there might be concerns about participant eligibility and training and work readiness. To address these concerns, Program Directors from both RIWA and SP will meet with program staff to review specific participant circumstances and the degree to which the participant does, or does not, meet the pre-defined criteria and pre-requisites.

## PERFORMANCE MANAGEMENT ACTIVITIES

Including deliberate performance check-in and milestones can help keep a project on track and ensure positive outcomes. Performance review protocols and timelines be specific and include details such as what will be reviewed, at what intervals, and by whom.

## QUESTIONS TO CONSIDER

- What quality assurance measures will be instituted and reviewed throughout the project?
- Who will be involved in the review process?
- What are the mechanisms for reporting outcomes and accepting feedback?

*[Partnership] and [Partnership] will meet once every \_\_\_\_\_ to review the progress on the project and discuss any concerns that arise. [Requesting Agency] and [Partnering agency] will review the activities and time frames for the remainder of the Project and determine if any changes need to be made to the Project's activities, time frames, or goals.*

**RIWA** and **SP** will meet once every quarter to review the progress on the project and discuss any concerns that arise. **RIWA** and **SP** will review project activities and time frames for the remainder of the Widgetmaking Talent Collaborative and determine if any changes need to be made to the project's activities, time frames, or goals.

## ATTACHMENTS

Some MOUs will include additional information to clarify and complement the document. Information that is necessary for clarification or that provides extensive detail for a particular section should be considered as an attachment. Examples include a sample confidentiality statement or glossary defining key terms.

## QUESTIONS TO CONSIDER

- Is there any supplemental information that would complement or illustrate information presented in the document?
- Are the attachments that are provided relevant to the MOU's scope of work and/or terms of the agreement?
- Is there information that can be put in an attachment that would reduce the content and improve the flow of the main document?
- Are the attachments clearly referenced in the correct section of the document?



## FINAL AUTHORIZATION

As noted in the Authority section, each partner must designate at least one individual who is authorized to approve the document. An MOU between agencies will often include the acknowledgment and approval of the Executive Director or the designee representing the administration.

The document must be signed and dated by each partner before it goes into effect. Each partner will retain a copy for their reference and records. If requested, there can be identical documents that are signed by each partner so that each may retain a copy with original signatures.

## QUESTIONS TO CONSIDER

- Who is authorized to execute the agreement for each partnership?
- Is anyone else approved to make decisions in the authorized person's absence?

**IN WITNESS WHEREOF**, these partners hereto have executed \_\_\_\_\_ copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

**AGREED:**

Add a signature line for the responsible parties of each partner in the agreement.

**IN WITNESS WHEREOF**, these partners hereto have executed two (2) copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

**AGREED:**

Jeff Reilly, Rhode Island Widgetmakers Alliance

Diane Jackson, Solutions Providence



# APPENDICES

## APPENDIX A: WORKSHEET FOR 'QUESTIONS TO CONSIDER'

### BUILD THE FOUNDATION

PURPOSE	
What are the issues or challenges that the partners seek to address?	
Have you researched and identified the contributing factors?	
Have you established your partnership's specific needs and goals?	
Is the purpose clearly articulated?	

# BUILD THE FOUNDATION

## THINKING THROUGH THE PROCESS

Who will lead the process, set discussion topics, and facilitate meetings?

Who will be actively involved in setting a vision for collaboration, decision-making and negotiation, participate in discussions, and be asked to provide input?

At what stage(s) will the partnerships' principals (ex. Boards, directors, key staff) review the agreement, and what level of feedback will be provided?

Is there a main contact person for each partnership identified?

Does each partner have at least one individual identified who is responsible for the oversight or completion of specific project tasks?

# INTENT, GOALS AND RESPONSIBILITIES

PURPOSE	
What is the intent of the MOU?	
Are the project goals and objectives clearly delineated?	
Is there concurrence on the goals and objectives among partners?	
BACKGROUND	
What are the issues being addressed?	
What is the overarching vision for the collaboration?	
How will this collaboration address the issues and improve outcomes?	
Is the value of the project conveyed?	

# INTENT, GOALS AND RESPONSIBILITIES

TERMINOLOGY	
Have all the acronyms that are used in the document been clearly defined?	
Are there any terms or titles that are repeated throughout the document that could be shortened to improve ease of reading?	
Are there any terms or titles that are repeated throughout the document that may have multiple meanings in different cultures, regions, or contexts?	

# INTENT, GOALS AND RESPONSIBILITIES

SCOPE OF WORK	
What are the major tasks that need to be completed and by which partner?	
How are tasks divided between the participating partners?	
Is the distribution of roles, responsibilities, and decision-making authority for each partner outlined?	
What are the criteria and pre-requisites to move from one stage/portion of the project to another?	
How will the project safeguard the use of and access to participant information when services are provided?	
Do time frames need to be specified?	
When will invoices and related expense documentation be due by each party in order to meet DLT-specified deadlines?	

# TERMS OF AGREEMENT

EFFECTIVE DATES	
What are the effective dates of the MOU? This includes the date the agreement goes into effect and the date it is terminated. (If this document is replacing a previous version, identify the document that is being replaced and the effective date of the new one.)	
What are the timeframes for completing and reviewing each phase of the project?	
Does a potential to extend the partnership exist and, if so, what are the terms?	
What are the provisions for one partner to terminate the MOU early?	

# TERMS OF AGREEMENT

AUTHORITY	
Are there state or federal laws or regulation that impact the project (your partnership advisor can help answer this question)?	
Who has the authority to make project-based decisions surrounding commitments and obligations of each partnering entity?	
Are there identified individuals that will have authority to make decisions in all areas of the agreement or only in specific area(s)?	
What is the process for collective decision-making?	
How are changes or revisions handled?	

# TERMS OF AGREEMENT

RESOURCES	
What resources will be shared between partners?	
How will the data be collected, stored, and shared?	
Is there a cost associated with sharing resources?	
Are there any restrictions on sharing resources, such as confidentiality concerns or conflicts of interest, which need to be addressed?	
Who will retain project related documents and records once the project is complete?	
How will monetary resources be allocated?	

Who will be responsible for distributing funds to the named partners within the MOU?	
What are the invoicing requirements/schedule of submission?	

# TERMS OF AGREEMENT

ADDRESS CONCERNS	
What concerns could the project generate from partners?	
What complications might be encountered when carrying out the terms of the agreement?	
How can the potential concerns, barriers, and complications best be addressed once they arise? (i.e. facilitated meetings, joint conference with DLT/GWB grant advisors)	
PERFORMANCE MANAGEMENT ACTIVITIES	
What quality assurance measures will be instituted and reviewed throughout the project?	
Who will be involved in the review process?	
What are the mechanisms for reporting outcomes and accepting feedback?	

## ATTACHMENTS

Is there any supplemental information that would complement or illustrate information presented in the document?	
Are the attachments that are provided relevant to the MOU's scope of work and/or terms of the agreement?	

## FINAL AUTHORIZATION

Who is authorized to execute the agreement for each partnership?	
Is anyone else approved to make decisions in the authorized person's absence?	

## **APPENDIX B: PATHWAYS TO WIDGETMAKING SAMPLE MOU**

Note, this Sample is provided to help structure the conversation around, and design of MOUs, no two agreements will be identical as the specific needs of the parties and nature of proposed joint activities will dictate the form and terms of any agreement.

The below Sample is not intended as a template form and does not represent any legal advice or representation on behalf of the Department of Labor and Training, the Governor's Workforce Board, or the State of Rhode Island

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE RHODE ISLAND WIDGETMAKING ALLIANCE AND SOLUTIONS PROVIDENCE**

The Rhode Island Widgetmaking Alliance provides occupational training and career services to meet the workforce needs of employers in the widgetmaking industry. In order to meet employer demand and diversify recruitment pipelines, Rhode Island Widgetmaking Alliance is partnering with Solutions Providence in order to create an introductory training program for individuals interested in widgetmaking careers. It is believed that by offering a combination of basic education services and entry-level occupational skills instruction, both partnerships can see improved outcomes which benefit the industry and the community.

This Memorandum of Understanding (MOU) sets forth the understanding between RIWA and SP with the intention to clarify the roles and responsibilities of the partners to this MOU to strengthen collaborations and prepare low-income residents of Providence for entry-level employment in the widgetmaking industry.

#### **PURPOSE**

This MOU clarifies the primary roles and responsibilities of the organizations that are partners on this project. The ultimate purpose of the MOU is to create an employer-driven training and placement program that meets the expectations and demands of the widgetmaking industry and recruits predominately from low-income communities in Providence. Specific goals are: (1) to meet the immediate need for twenty widgetmaking technicians among partner employers and (2) develop a long-term talent pipeline between the widgetmaking Industry and the Providence community. As a result, this project is expected to build a reliable resource to meet future industry need and offer increased opportunity to the community. The roles and responsibilities of each of the partner organizations related to this MOU are described herein.

#### **BACKGROUND**

The Rhode Island Widgetmaking Alliance recognizes that recruiting for training programs has been a challenge. The previous two training cohorts offered by the partnership have not met recruitment targets. Employer feedback also indicates a lack of geographic and socioeconomic diversity among the workforce. Solutions Providence seeks to build long-term economic stability for low-income families in Providence and observes a lack of viable and rewarding career paths for its clients. With anticipated skills shortage facing the industry, and legacy economic challenges facing low-income families, the partners consider the development of a successful long-term talent pipeline between the industry and community of paramount importance.

## TERMINOLOGY

The terms agreement, collaboration, and partnership will all be used to reflect the understanding brought by this MOU between RIWA and SP. For the purpose of this MOU, the following terms shall be defined as specified:

- CASAS – Comprehensive Adult Student Assessment System: an assessment of basic skills for youth and adults provided by CASAS.org.
- Low-income – An individual or family whose total household income is lower than the state median income.
- Involuntary Exit (Non-Compliance): The participant did not comply with the requirements or expectations of the program.
- Retention – Employment with a partner employer lasting no less than 6 months.
- Program – The Widgetmaking Talent Collaborative being developed by both parties including both in-class instruction and work-based learning experiences.
- Voluntary Exit: A participant chose to cease participation in the program.
- WM100-A – Widgetmaker 100 Level A, an industry certification issued by the National Widgetmakers Association.

## SCOPE OF WORK

### Overview: Widgetmaking Talent Collaborative program

The Widgetmaking Talent Collaborative requires collaboration, aligned instruction and curriculum, and communication to ensure that participants persons obtain the required skills and knowledge to enter and excel in entry-level occupations within the widgetmaking industry and receive adequate support services to ensure program success and completion. RIWA and SP will work together to ensure that employer expectations and participant needs are fully met.

RIWA and SP will mutually develop and deliver a sequence of services including: recruitment, enrollment, basic education, career exploration, support services, occupational training, and temporary work experiences designed to prepare low-income residents of Providence for open positions in the widgetmaking industry. Existing processes, curriculum, services, and staffing plans will be reviewed for consistency with this initiative. Personally Identifiable Information of participants will be collected, stored and transmitted in compliance with the requirements of the Department of Labor and Training and other applicable state and federal laws. Additional policies, procedures and protocols will be developed and enacted to help assure the success of the project and manage workflow.

The following duties are associated with the Widgetmaking Talent Collaborative:

### **Solutions Providence Expectations and Obligations**

- **SP** will conduct recruitment activities among current SP participants as well as the greater Providence community. SP will focus recruitment activities on low-income individuals. Recruitment activities will be designed to ensure participants demonstrate sufficient interest, aptitude, and ability for widgetmaking occupations. Interest will be demonstrated by in-person interview wherein the participant will indicate their knowledge of the widgetmaking industry, their likes and dislikes. Aptitude and ability include:
  1. Ability to read at no less than a 6<sup>th</sup> grade level [as evidence by academic records or a CASAS GOALS score of no less than 228]
  2. Must be able to remain in a stationary position 50% of the time
- **SP** staff will determine appropriateness for admission into Training Program
- **SP** staff will complete Enrollment forms for admitted participants using credentials issued by the Department of Labor and Training
- **SP** will securely transmit interview records, verification documents and information to RIWA.
- **SP** will provide basic education services for any admitted participants who demonstrate a reading comprehension level less than 9th grade [CASAS GOALS score of less than 239]. Basic education services will be designed to help participants achieve no less than a 9th grade reading comprehension level and will be contextualized to the widgetmaking industry using terminology, phrases, and references that are common to the industry.
- **SP** will provide counseling and support services to participants throughout the life of the program and up to two months after job placement. Support services include but are not limited to: transportation assistance, childcare assistance, legal assistance including expungements, assistance with (allowable) costs and fees, emergency housing assistance, and

emergency food assistance.

- **SP** will be responsible for ensuring participant attendance and persistence and assist with and mediate any matters that may result in an involuntary exit
- **SP** will work with RIWA on scheduling site visits to participating employer locations during the first portion of the project
- **SP** will communicate with RIWA staff on referral of participants that demonstrate readiness for the second portion of the project. Readiness for training is defined as:
  1. Demonstrating interest in the widgetmaking industry as documented during in-person interview at recruitment
  2. Ability to read at no less than a 9th grade level [as evidence by academic or program records or a CASAS GOALS score of no less than 239]
  3. The physical ability to remain in a stationary position 50% of the time
  4. Completion of scheduled site visit
- **SP** will promptly submit invoices, expense documentation and all other required fiscal documents to RIWA no later than 15 days after the conclusion of a fiscal quarter.

#### ***Rhode Island Widgetmaking Alliance Expectations and Obligations***

- **RIWA** has a core responsibility to deliver occupational training to referred participants that demonstrate readiness for training, arrange for temporary work experiences with partner employers, assist with employment placement for those participants that complete training and work experiences, and coordinate case management and support services with SP.
- **RIWA** will review recruitment documents, processes, and literature provided by SP and recommend edits and revision as necessary.
- **RIWA** will provide SP with enrollment credentials as issued by the Department of Labor and Training and assist, as necessary, with participant enrollment.
- **RIWA** will securely receive and store participant records, verification documents and information provided by SP.
- **RIWA** staff will communicate and coordinate with SP counselors and case managers to ensure participant support needs are met
- **RIWA** will arrange site visits to participating employer locations during the first portion of the project and schedule such visits with SP staff
- **RIWA** will accept referred participants that demonstrate readiness for training as defined in this MOU
- **RIWA** will deliver Widgetmaking occupational training using curriculum that has been approved by the National Widgetmakers association
- **RIWA** staff will contact SP staff in any matters that may result in an involuntary exit and
- **RIWA** will assist participants who complete the training program with applying for and obtaining the WM100-A industry certification
- **RIWA** will arrange temporary work experiences with participating employers of up to 200 hours for participants who complete training and obtain their WM100-A certification
- **RIWA** will reimburse employers using program funds for up to 50% of the wages earned by participants during the temporary work experience
- **RIWA** will assist participants who complete their work experience with job search and job placements for up to 90 days after the completion of their temporary work experience

#### **The partners hereby agree to the following:**

Requirements and expectations of program participants include:

- Attending all scheduled training and program-related services with no more than three absences
- Informing program staff of any planned or unplanned absences
- Completing program-related assignments and participation requirements
- Treating program staff, trainers and instructors, and other participants with respect

## EFFECTIVE DATES

Rhode Island Widgetmaking Alliance is entering into this Agreement on this 14th day of March 2020 with Solutions Providence. This MOU shall remain in effect for a term of one year from the Effective Date hereof.

If one partner determines that they want to terminate the agreement early, that partner must provide the other partner with at least one (1) months' notice and continue to work on the scope of work for the duration of that time.

## AUTHORITY

Representatives of RIWA and SP are designated to participate in a project workgroup. A table containing the names of these representatives can be found in the attachments to this MOU. The representatives have clear authority to represent their respective partnerships to provide expertise, provide information in a timely manner, participate in meetings, and review and approve project policies, procedures and documents as needed.

Jeff Reilly for RIWA and Diane Jackson for SP are authorized to collaboratively make final decisions that impact the Widgetmaking Talent Collaborative project directly or the overall terms of this MOU.

If for any reason a section of this agreement is found to be invalid or unable to be implemented, the partners shall renegotiate the agreement, as needed, to maintain the integrity of the project's purpose and scope and services.

## RESOURCES

RIWA will allow SP to review proprietary training curriculum which RIWA has purchased from the National Widgetmakers Association. There is no cost associated with accessing this curriculum, but SP staff may be asked to sign a confidentiality agreement.

The partners involved in this agreement may not use any other partner's name, logo, or trademark without prior written approval from that partner.

## ADDRESS CONCERNS

RIWA anticipates that by working with SP there might be concerns about participant eligibility and training and work readiness. To address these concerns, Program Directors from both RIWA and SP will meet with program staff to review specific participant circumstances and the degree to which the participant does, or does not, meet the pre-defined criteria and pre-requisites.

## PERFORMANCE MANAGEMENT ACTIVITIES

RIWA and SP will meet once every quarter to review the progress on the project and discuss any concerns that arise. RIWA and SP will review project activities and time frames for the remainder of The Widgetmaking Talent Collaborative Program and determine if any changes need to be made to the project's activities, time frames, or goals.

## FINAL AUTHORIZATION

IN WITNESS WHEREOF, these partners hereto have executed two (2) copies of this instrument, each of which shall be considered an original including a document in facsimile or portable document format (PDF).

## AGREED:

Jeff Reilly, Rhode Island Widgetmakers Alliance

Diane Jackson, Solutions Providence